

AMENDMENT NO. 2

This Amendment is made and entered into by and between the City of West Lafayette, hereinafter referred to as the LOCAL PUBLIC AGENCY, and American Structurepoint, Inc., hereinafter referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did, on December 11, 2007, enter into an agreement for engineering services for Yeager Road reconstruction from Northwestern Avenue (US 231) to Sagamore Parkway West (US 52) Des. No. 0600696; and on April 21, 2009, enter into Amendment No. 1 to provide roundabout design, utility relocation, and right-of-way services; and

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to provide additional land acquisition services; and

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement said Agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows.

1. Revise Appendix "A" as follow.

Add Items Q.4 through Q.8 to read as follows:

4. Appraising

- a. The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website).
- b. The CONSULTANT agrees to furnish LOCAL PUBLIC AGENCY all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished LOCAL PUBLIC AGENCY.
- c. The Appraiser agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.
- d. The appraisal will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.
- e. While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so

indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LOCAL PUBLIC AGENCY and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LOCAL PUBLIC AGENCY, the CONSULTANT shall inform LOCAL PUBLIC AGENCY, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

- f. The CONSULTANT agrees to updating reports at the request of LOCAL PUBLIC AGENCY and/or testify on behalf of LOCAL PUBLIC AGENCY, on any parcels should he/she be required to do so by LOCAL PUBLIC AGENCY.

5. Review Appraising

- a. The CONSULTANT is required to have the review appraisal done independently from the appraisal and by a firm other than the one providing the initial appraisals.
- b. The CONSULTANT agrees to furnish LOCAL PUBLIC AGENCY all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished LOCAL PUBLIC AGENCY.
- c. The CONSULTANT agrees to furnish reviews in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.
- d. The CONSULTANT agrees to make the Review Appraisal Report/Appraisal Problem Analysis Report of each and every parcel.
- e. The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.
- f. While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LOCAL PUBLIC AGENCY and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LOCAL PUBLIC AGENCY, the CONSULTANT shall inform LOCAL PUBLIC AGENCY, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

- g. The CONSULTANT agrees to updating reports at the request of LOCAL PUBLIC AGENCY and/or testify in court on behalf of LOCAL PUBLIC AGENCY, on any parcels should he/she be required to do so by LOCAL PUBLIC AGENCY.

6. Buying

- a. The CONSULTANT shall acquire parcels of real estate for the assigned project. The CONSULTANT shall make every reasonable effort to acquire parcels expeditiously.
- b. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by LOCAL PUBLIC AGENCY as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter, which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) written statement explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - i) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - ii) No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LOCAL PUBLIC AGENCY.
- d. A revised offer and summary statement of just compensation shall be provided the owner if:
 - i) The extent of the taking is revised, or
 - ii) The approved estimate of just compensation is revised by the Review Buyer.
- e. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - i) The date and place of contact,
 - ii) The parties of interest contacted,
 - iii) The offer made,
 - iv) The counter offer or reasons offer was not accepted,
 - v) The signature of the CONSULTANT, date, and initialed by the person contacted.

- f. The property owner must be given a copy of the report on each contact.
- g. The CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A", and any necessary interpretation of these furnished by LOCAL PUBLIC AGENCY. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
- h. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
 - i) The written agreement secured embodies all considerations agreed to by the property owner;
 - ii) The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
 - iii) The agreement was reached without coercion of any type.
- i. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to LOCAL PUBLIC AGENCY:
 - i) The recommendation shall consider administrative settlement and include the amount of settlement and reasons for a settlement;
 - ii) Otherwise, a condemnation report shall be filled out and submitted with the completed file.
- j. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured parcel where the final offer amount is \$25,000 or more. In the event any parcel is submitted for condemnation, the CONSULTANT will also provide an updated title and encumbrance report. An additional fee of \$100 per parcel may be added if one of these two circumstances occurs.

7. Transfer Documents and Recording

- a. The CONSULTANT shall provide transfer document preparation and recording and handling as needed for the acquisition of right-of-way for the Project by the LOCAL PUBLIC AGENCY.

8. Relocation Assistance

- a. The CONSULTANT shall make every reasonable effort to expeditiously complete relocation activities for assigned parcel(s).
- b. The CONSULTANT shall make prompt contact with the relocatee to explain all Relocation entitlements for which the relocatee is eligible. In accomplishing the above, the CONSULTANT shall make all reasonable efforts to personally contact each owner or his designated representative and explain all Relocation entitlements. When all efforts to make personal contact

have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.

- c. No later than the first contact when the Relocation entitlements are discussed, the CONSULTANT shall give the owner a brochure describing the Relocation process and the owner's rights, privileges, and obligations.
- d. The CONSULTANT shall maintain adequate records for each parcel containing, but not limited to:
 - i) The date, time, and place of contact
 - ii) The parties of interest contacted
 - iii) A list of the Relocation entitlements explained
 - iv) The signature of the CONSULTANT and the person contacted on all applicable Relocation forms. If the person contacted refuses to sign, this must be noted on all applicable forms.
- e. The CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24 and all attachments and amendments thereto. Said Title CFR Part 24 attachments and amendments are incorporated into this agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques of the Relocation process in accordance with existing State Laws, the "Relocation Policy and Procedures Manual", this "Appendix "A", and any necessary interpretation of these furnished by LOCAL PUBLIC AGENCY. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.

2. Appendix "D" Item A.1.k is stricken.

3. Appendix "D" Paragraph A.4 is added to read as follows:

- 4. The CONSULTANT shall receive payment for the services performed under this Agreement related to right-of-way and land acquisition based on the specific cost per unit multiplied by the actual units of work performed.
 - a. The CONSULTANT shall receive payment for services performed under this Agreement related to right-of-way acquisition based on the specific cost per unit as listed in Exhibit 2, which is attached hereto and incorporated herein, multiplied by the actual units of work performed.
 - b. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$123,310, per the following assumed distribution.

1. Appraising	\$54,975
2. Reviews	\$25,845
3. Buying	\$19,600

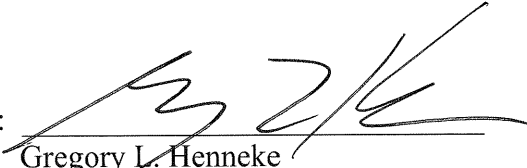
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|--|----------|
| 4. Relocations | \$9,450 |
| 5. Transfer Document Preparation and Recording | \$2,240 |
| 6. Management Fee | \$11,200 |

4. ENGINEER shall be compensated for services performed under this Amendment No. 2 as specified in Section IV of the Prime Agreement.
5. The total amount of compensation under this Amendment No. 2 shall not exceed \$123,310.
6. The total amount of compensation under the Prime Agreement, Amendment No. 1, and this Amendment No. 2 shall not exceed \$425,265.
7. Except as modified, changed and supplemented, all terms of the Agreement shall continue in full force and effect.
8. This Amendment No. 2 is effective on the date of execution by the latest required signature.

IN TESTIMONY WHEREOF, the parties hereto have executed this Amendment.

CONSULTANT

American Structurepoint, Inc.

By: 
 Gregory L. Henneke
 Executive Vice President

Date: _____

LOCAL PUBLIC AGENCY

Board of Public Works and Safety,
 West Lafayette, Indiana

By: _____
 John R. Dennis, Mayor

By: _____
 Bradley W. Marley, Member

By: _____
 Sana G. Booker, Member

ATTEST: _____
 Judith C. Rhodes, Clerk Treasurer

Date: _____

Exhibit 2

Yeager Road, City of West Lafayette, Tippecanoe County Proposed Fee Schedule Dated: 10/21/09 Fees May Change Based on Final Right-of-Way Plans R/W Services

Parcel	Owner	Res or Comm	Appraisal Type WW/VF/SF/LF	Appraising	Reviews	Buying	Relo	Recording	Transfer Document Prep	Management Fee	R/W Services Total
1	Mathew W. Kopf	Res	LF	\$ 3,950.00	\$ 1,860.00	\$ 1,475.00	\$ 6,300.00	\$ 75.00	\$ 85.00	\$ 800.00	\$ 14,545.00
2	Richfield Apartments of West Lafayette	Res	SF	\$ 2,700.00	\$ 1,295.00	\$ 1,475.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 6,430.00
3	C. Dwight Steckel et al	Res	SF Total	\$ 1,950.00	\$ 950.00	\$ 1,425.00	\$ 3,150.00	\$ 75.00	\$ 85.00	\$ 800.00	\$ 8,435.00
4	Community Rentals LLP	Res	LF	\$ 2,900.00	\$ 1,385.00	\$ 1,575.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 6,820.00
5	Highland Court Partnership	Res	LF	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
6	Antrop Limited Liability Company	Res	SF	\$ 1,475.00	\$ 740.00	\$ 1,275.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 4,450.00
7	Eleanor M. Kelly	Res	SF	\$ 1,675.00	\$ 830.00	\$ 1,425.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 4,890.00
8	O'Malley & O'Malley LLC	Res	LF	\$ 7,175.00	\$ 3,305.00	\$ 1,375.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 12,815.00
9	Michael J. S. Lin et ux	Res	LF	\$ 9,625.00	\$ 4,415.00	\$ 1,375.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 16,375.00
10	Horizon Properties I LLC	Res	SF	\$ 2,700.00	\$ 1,295.00	\$ 1,375.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 6,330.00
11	Michael J. Lin	Res	LF [could be SF]	\$ 4,875.00	\$ 2,270.00	\$ 1,275.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 9,380.00
12	Bredy N- Terprises LLC	Res	LF	\$ 9,375.00	\$ 4,300.00	\$ 1,275.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 15,910.00
13	Purdue Research Foundation	Res	VF	\$ 1,975.00	\$ 970.00	\$ 1,425.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 5,330.00
14	TBD	Comm	Assume SF	\$ 2,300.00	\$ 1,115.00	\$ 1,425.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 5,800.00
15	TBD	Comm	Assume SF	\$ 2,300.00	\$ 1,115.00	\$ 1,425.00		\$ 75.00	\$ 85.00	\$ 800.00	\$ 5,800.00
			Total Fees:	\$ 54,975.00	\$ 25,845.00	\$ 19,600.00	\$ 9,450.00	\$ 1,050.00	\$ 1,190.00	\$ 11,200.00	\$ 123,310.00